

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT made and entered into on this 22<sup>nd</sup> day of September, 1983, by and between Horn Lake Creek Basin Interceptor Sewer district of DeSoto County, Mississippi (hereafter called District), and the City of Memphis, Tennessee, a municipal corporation organized under the laws of the State of Tennessee (hereafter called City),

WITNESSETH:

WHEREAS, it is necessary in order to promote the health, welfare and safety of the citizens of Memphis, Shelby County, Tennessee and DeSoto County, Mississippi to provide for the collection, treatment and disposal of sewage wastewater in Horn Lake Creek Basin; and

WHEREAS, the District and the City entered into a Sewage Treatment Agreement dated February 6, 1975, whereby the City agreed to provide treatment and disposal of wastewater collected by the District and the District agreed to regulate its wastewater in accordance with the conditions and stipulations contained in the Memphis Sewer Use Ordinance as well as pay the City for these services based upon the actual costs incurred by the City; and

WHEREAS, the District and the City are willing to enter into a Supplemental Agreement with the intent of further defining the regulations affecting Industrial Dischargers and the manner in which they are to be administered.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Written agreements shall be required of all commercial and industrial dischargers utilizing the District's sewer system who are subject to additional treatment costs, or their wastewater contains incompatible pollutants, or their flow exceeds 25,000 gallons per day. The specific contents and requirements of said agreements are specified in the attached Sewer Use Ordinance adopted by the District.

2. Since the City is ultimately responsible for the treatment of the wastewater generated, the City is the final approving authority for the above referenced Industrial Discharge Agreements.

3. It is the intention of the parties that all dealings with the industries located in the District will be through the District and that both the District and the City will participate in negotiations with industries.

4. It is understood that the City has the authority to perform on site inspection and/or collect wastewater samples of the industrial discharges for the purpose of verifying if an industry is abiding by its Industrial Discharge Agreement. Whenever such site visits are required the City will give the District adequate notice so that the District may have its representative present if it so desires.

5. All industries served by the District will be subject to the requirements and stipulations of the Federal Pretreatment Standards as promulgated.

6. The City has the authority to require the District to take enforcement actions including seeking injunctive relief where necessary against any industry in violation of its Industrial Discharge Agreement or the Federal Pretreatment Standards.

7. All industries served by the District whose wastes are greater in strength than the concentration values established as representative of normal sewage or wastewater will be charged Additional Treatment Costs equal to those charged by the City for its industries. These charges will be billed through the District and remitted to the City to defray treatment costs.

8. It is further agreed that the effective duration of the February 5, 1975 Agreement as modified by this Supplemental Agreement shall be extended for a period of forty (40) years from date of execution of this Supplemental Agreement.

9. It is further agreed that only the provisions of the February 6, 1975 Agreement that conflict in intent with the provisions set out herein are amended, and the remainder of said Agreement shall remain unaltered and fully binding on all parties.

10. DeSoto County, Mississippi joins as a party to this agreement with the District, approves this contract, and guarantees the District will perform its obligation hereunder.

IN WITNESS WHEREOF, the District has caused its name to be subscribed  
and the City has caused its name to be subscribed and the corporate seals  
affixed by their duly authorized officers on the day and year first shown.

Horn Lake Creek Basin  
Interceptor Sewer District  
Of DeSoto County, Mississippi

City of Memphis, Tennessee

Ernest M. Peck  
Chairman

Richard B. Baker  
Mayor

W. E. Long Jr.  
Vice-Chairman

ATTEST:

Jim E. Bradley  
Comptroller

Tom Arnold  
Commissioner's Secretary

APPROVED:

[Signature]  
Director of Public Works

DeSoto County, Mississippi

By Harold S. Roberts  
President, Board of Supervisors

APPROVED:

[Signature]  
City Attorney

ATTEST:

H. M. Ferguson  
Chancery Clerk